

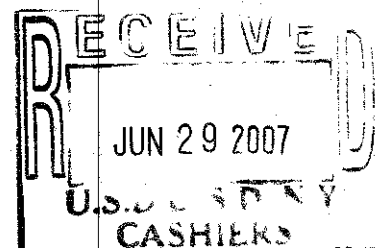
07 CV 6118

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK-----X
VI-ZA STAR LTD.

Plaintiff,

-v-

07 CV

VERIFIED COMPLAINT

INTER ELTRA INTERNATIONAL

Defendant.
-----X

Plaintiff, VI-ZA STAR LTD. (hereinafter "VI-ZA"), by its attorneys, CHALOS, O'CONNOR & DUFFY, L.L.P., as and for its Verified Complaint against Defendants, INTER ELTRA INTERNATIONAL (hereinafter "INTER ELTRA"), alleges upon information and belief as follows:

JURISDICTION

1. The Court has subject matter jurisdiction by virtue that the underlying claim herein is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of this Court under 28 U.S.C. § 1333.

THE PARTIES

2. At all times material hereto, Plaintiff, VI-ZA, was and still is a foreign business entity duly organized and existing pursuant to the laws of a foreign country, with an office and principal place of business at Charlestown, Nevis-West Indies.

3. At all times material hereto, Defendant, INTER ELTRA, was and still is a foreign business entity duly organized and existing pursuant to the laws of a foreign

country, with an office and principle place of business at Jungfernstieg 43, 20354 Hamburg, Germany.

FACTS AND CLAIM

4. On or about November 24, 2005, VI-ZA, as owner, and INTER ELTRA, as charterer, entered into a voyage charter-party for the M/V BARACUDA II for a voyage charter from the Azov Sea to the port of Tartous, with the intention of carrying a cargo of sunflower seeds.

5. The subject voyage charter-party agreement, memorialized on a Gencon 94 charter-party form, is a maritime contract.

6. Pursuant to the terms and conditions of the voyage charter-party agreement, the parties agreed to, *inter alia*, a demurrage rate of US\$3,200 per day pro rata.

7. After completion of loading and discharging of the said cargo, VI-ZA, as per customary practice, presented a lay-time calculation to INTER ELTRA, evidencing any and all demurrage. As the lay-time calculation for the voyage provided that the vessel had incurred demurrage, VI-ZA also provided INTER ELTRA with an invoice, on or about February 10, 2006, for the demurrage, including the supporting calculation of same.

8. Specifically, the vessel incurred a total of US\$36,091.11 of demurrage for the voyage.

9. Despite repeated demands for payment of the demurrage, Defendant INTER ELTRA, in breach of the terms of the voyage charter-party agreement, has failed,

neglected and/or otherwise refused to pay, VI-ZA, the amount which is now due and owing VI-ZA.

10. In accordance with the terms of the voyage charter-party agreement, disputes arising out of the charter-party are to be resolved by arbitration proceedings in London.

11. London arbitration provides that the successful party is entitled to interest, costs and legal fees. As best as can be determined at this time, interest, costs and legal fees incurred and to be incurred will be an amount not less than US\$30,000.00.

Therefore, VI-ZA's total claim is US\$66,091.11.

BASIS FOR ATTACHMENT

12. Defendants cannot be found within this district within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but Defendants are believed to have or will have during the pendency of this action, certain assets, accounts, freights, monies, charter hire, credits, effects, payment for bunkers, goods or services, bills of lading, cargo and the like belonging to or claimed by the Defendants within this District held by various parties, as garnishees, including by not limited to electronic fund transfers.

13. Plaintiff believes that some of these assets, to wit: bank accounts; payments from the purchasers of cargoes; freight and/or hire payments to or from owners of vessels, or charterers, to Defendants, INTER ELTRA, and/or Clearing House Interbank Payment System (CHIPS) credits or funds being transferred through intermediary banks, are located in this District in the possession of garnishees, including ABN AMRO BANK, American Express Bank, Bank of America, Bank of China, Bank

of New York, Bank of Tokyo Mitsubishi Ltd., Barclay's Bank, BNP Paribas SA, Calyon, Calyon Financial, Inc., Chase Manhattan Bank, Citibank N/A, Credit Suisse Securities (USA) LLC, Deutsche Bank, HSBC (USA), JP Morgan Chase Bank, Mashreqbank, Societe Generale, Standard Chartered Bank, UBS AG, U.S. Bank, Wachovia Bank, Wells Fargo Bank, CHIPS and possibly other banks or financial institutions located in New York.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendants, citing them to appear and answer under oath all, and singular, the matters alleged in the Verified Complaint;

B. That since the Defendants cannot be found within the District, as set forth in the Declaration of George M. Chalos, and pursuant to Rule B and Rule E of the Supplemental Rules of Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B and Rule E of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all of Defendants' tangible or intangible property or any other funds held by any garnishees in the district which are due and owing, or other property of the Defendants, up to the amount of USD \$132,182.22 to secure and satisfy the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B and Rule E answer the matters alleged in the Complaint;

C. That Plaintiff may have such other, further and different relief as may be just and proper.

Dated: Port Washington, New York
June 29, 2007

CHALOS, O'CONNOR & DUFFY, L.L.P.
Attorneys for Plaintiff
VI-ZA STAR LTD.

By: 

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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Plaintiff,

07 CV

-v-

**VERIFICATION OF
COMPLAINT**

INTER ELTRA INTERNATIONAL,

Defendants.
-----X

Pursuant to 28 U.S.C. §1746, GEORGE M. CHALOS, Esq., declares under the penalty of perjury:

1. I am a Member of the law firm of CHALOS, O'CONNOR & DUFFY, L.L.P., counsel for the Plaintiff, VI-ZA STAR LTD., herein;
2. I have read the foregoing Verified Complaint and know the contents thereof; and
3. I believe the matters to be true based on documents and information obtained from employees and representatives of the Plaintiff through its agents, underwriters and attorneys.
4. The reason that this verification was made by deponent and not by the Plaintiff is because Plaintiff is a foreign corporation, whose officers are not in this district, and whose verification cannot be obtained within the time constraints presented by the circumstances of this case.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: Port Washington, New York
June 29, 2007

CHALOS, O'CONNOR & DUFFY, L.L.P.
Attorneys for Plaintiff
VI-ZA STAR LTD.

By: 

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